

Exhibit 15

GUSTAV RENNY
KURT MORALES II vs SUNPATH

May 10, 2023

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1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA

3 No, 2:23-mc-111-KLN

4 -----x

5 In the Matter of
6 KURT MORALES II, et al.,

7 Plaintiffs,

8 -against-

9 SUNPATH, LTD., et al.,
10 Defendants.

11 -----x

12 ZOOM DEPOSITION OF GUSTAV RENNY

13 Wednesday, May 10, 2023
14 12:00 P.M. ET - 3:30 P.M. ET

15 ALL PARTIES APPEARING REMOTELY

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22 Reported By:
23 Jack Finz
24 Notary Public, State of Florida
25 West Palm Beach Office J9660716

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1 A. Ultimately, it's the customer.

2 Q. Ultimately it is the customer.

3 So how does an entity that you operate or own
4 get paid?

5 A. Sometimes it's advancing, sometimes it's
6 not at all.

7 Q. And by advancing?

8 A. Yes.

9 Q. Advancing because it's a finance contract?

10 A. Yes, sir.

11 Q. So who finances the contract?

12 A. It depends on which company I use.

13 Q. What are some of the companies that you use
14 to finance the contracts?

15 A. Mepco, Walco.

16 Q. And Northcoast?

17 A. I know who Northcoast is, but I don't know
18 how that happens after Mepco. I don't know that
19 lineage.

20 Q. You have transactions, sometimes you have
21 transactions without Mepco, but you would need Walco?
22 So either you would need Mepco or Walco?

23 A. No.

24 Q. So who would be some other plans?

25 A. You can self-finance and you could full

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1 Protection Corp. and National Car Cure?

2 A. Marketing practices, the way we handled
3 calls, staffing. A bunch of differences.

4 Q. And the way you handled calls, what were the
5 differences?

6 A. Just making sure that we were compliant.
7 We did a lot more alternative marketing, such as
8 radio and TV, and things like that, mail.

9 Q. And who was the point of contact, when you
10 were operating National Auto Protection Corp., for
11 your contact with Sunpath?

12 A. I believe it was both Tommy and myself.

13 Q. And did you have a contact at Northcoast?

14 A. I don't think I've ever spoken to anyone at
15 Northcoast.

16 Q. And did you have a contact at Mepco?

17 A. We do. I don't remember. I don't remember
18 who it was over there.

19 Q. When you signed up National Auto Protection
20 Corp. to sell Sunpath, did you fill out an application?

21 A. I'm sure we did.

22 Q. Did you use prerecorded voice calls when you
23 were at National Auto Protection Corp.?

24 A. No.

25 Q. So what about telemarketing compliance did

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1 Thank you, sir.

2 Q. Mr. Renny, I am showing you what has been
3 previously marked by counsel for the plaintiffs as
4 Exhibit C in this matter. And I want to direct your
5 attention to question or demand No. 10 in the subpoena.

6 And correct me if I'm wrong, No. 10 indicates
7 documents and communications exchanged between you,
8 which would be National Car Cure, and AmTrust North
9 America, Inc., including prior negotiations,
10 promotional material, contracts, guidelines,
11 invoices, receipts, sales reports and correspondence
12 between you and any such persons.

13 I read that correctly; right?

14 A. Yes, sir.

15 Q. And we can agree that "you" means National
16 Car Cure; correct?

17 A. Yes, sir.

18 Q. Your response, through counsel, to that
19 request, and I'm summarizing, is that you were not in
20 possession of any such materials, nor were you aware
21 of any third parties that were in possession of such
22 materials. Correct?

23 A. Yes, sir.

24 Q. And that's because National Car Cure never
25 communicated directly, or has any documents that it

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1 received directly from AmTrust North America, Inc.;
2 correct?

3 A. Yes, sir. That's all above my pay grade.

4 Q. Mr. Renny, I want to go back to a different
5 line of questioning now that Mr. Javitch went
6 through, and some responses that you had in that
7 regard.

8 MR. HURLEY: And, Mr. Javitch, I need to
9 impose again, but if you could move it up to
10 subpoena item No. 2.

11 Q. Mr. Renny, looking at the same Exhibit C,
12 item No. 2, would you agree with me that that item
13 says documents you contend demonstrate consent to be
14 called for plaintiffs or for plaintiffs' phone
15 numbers, including but not limited to telephone calls
16 placed to Brandon Callier's cellular phone number on
17 December 27, 2019 and February 12, 2020, and calls
18 placed to Kurt Morales' cellular phone number on
19 March 4, 2020, all of which used prerecorded or
20 artificial voice messages."

21 That's what that reads, sir; correct?

22 A. Yes, sir.

23 Q. Please do correct me if I'm wrong, and I
24 don't mean to put words in your mouth, but if I heard
25 your testimony correctly when you were questioned